

RFP-9-62
SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES
DRIVER SAFETY PROGRAM SERVICES FOR THE CLASSROOM FORMAT

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Bureau of Motor Vehicles (BMV), requires BMV approved traffic safety and defensive driving instruction courses for the Bureau of Motor Vehicles/Driver Safety Program (DSP). It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

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| Acceptance Period | The designated period following completion of installation of the (Bilingual-Spanish/English) BMV approved defensive driving and driver safety program. During the acceptance period, the State will evaluate all features and performance of the Driver Safety Program. |
| Approved | By the Bureau of Motor Vehicles in all instances where not otherwise specified. |
| BDSP | The Basic (four hour) Driver Safety Program |
| BMV | Bureau of Motor Vehicles. |
| Bureau | Bureau of Motor Vehicles. |
| Classroom | Any place or area at which a group of students are assembled for the DSP instruction at one setting. |
| Closed Captioned | The process of providing the Driver Safety Program curriculum with visual reading scripts on a screen to accommodate the hearing impaired participant. (This is to include any visual aids used in the presentation of the DSP). |

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| Curriculum | The course offered by an organization for the purpose of disseminating driver safety instruction information. |
| DSP | Driver Safety Program. |
| DSP Vendor | Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP. |
| Format | A general plan of organization or arrangement for delivering the driver safety course to the public. |
| Full Time Equivalent (FTE) | The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending ½ of their working time on a project that would also equal 1 FTE. |
| Home study | A distance learning provision where a student may participate in the DSP by taking the Video format, Internet format, and/or Workbook format. |
| IAC | The Indiana Administrative Code. |
| IC | The Indiana Code |
| Implementation | The successful installation of a bilingual (Spanish/English) Driver Safety Program, as specified in the contract resulting from this RFP. Classroom setting must be in compliance with the provisions to accommodate the ADA ruling. |
| Installation | The delivery and physical setup of the Driver Safety Program, as requested in this RFP. |
| Instructor | A person authorized to teach any and/or all curriculum options of the BMV approved Driver Safety Program. |
| Internet | The DSP delivery format during which the student has to access the curriculum via a computer system to complete the course. |
| M/CDSP | Motorcycle Driver Safety Program |
| MDSP | Mature Driver Safety Program. |

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| Other Governmental Body | An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch. (2) The legislative branch. (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A state educational institution |
| Products | Tangible goods or manufactured items as specified in this RFP including, but not limited to a BMV approved curriculum to be used as the structure for conducting the DSP, which includes a classroom format. |
| Services | Work to be performed as specified in this RFP. |
| State | The State of Indiana |
| TDSP | Truck Driver Safety Program. |
| Vendor | Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP. |
| Video | The DSP delivery format during which the student is provided a VHS or DVD visual/audio tape to review to complete the course. |
| Workbook | The DSP delivery format during which the vendor issues the student a packet of printed material to review for the purpose of completing the DSP. |
| YDSP | Youth or teenage Driver Safety Program |

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for a vendor to administer distinct Driver Safety Program (DSP) delivery format(s) as listed below. It is the intent of the Bureau of Motor Vehicles (BMV) to contract with a vendor to provide a quality classroom DSP format. The Bureau reserves the right to select one or more vendors to provide this service. However, the Bureau can limit the number of vendors it will award a contract to administer the stated classroom format of the DSP. In addition, the Bureau is seeking competent vendors to provide the services for all three (3) DSP delivery formats including the classroom, the internet and the video. If it is in the best

interest of the State, the BMV can favorably consider those Respondents that can provide a packaged solution to service the three different DSP delivery formats. The responses to the internet and video formats have to be submitted in the respective separate RFP forms. This RFP is for the classroom format.

1.4 SUMMARY SCOPE OF WORK

This document contains the following information that may be useful to anyone wishing to submit a proposal:

A). Description of current procurement environment.

The BMV currently has contracted with three (3) separate Driver Safety Program vendors to administer their BMV approved DSP curriculums to the citizens of Indiana. These curriculums include: (1) Basic Driver Safety Program (BDSP); (2) Mature Driver Safety Program (MDSP); (3) Truck Driver Safety Program (TDSP), and also Youth or Teen Driver Safety Program (YDSP). These curriculums are presented to the public through a variety of delivery formats including the classroom format, the video format, the internet format, and the workbook format. (None of the existing DSP vendors administer all of the DSP curriculums nor do any of the existing vendors administer their DSP via all of the delivery formats noted above.)

B). Description of the services/work needed/requested.

The BMV needs a vendor to provide a classroom based Driver Safety Program. The BMV is soliciting one vendor to provide a DSP utilizing the classroom format. The BMV, reserves the right to select one or more applicants to fill this need. However, the Bureau can limit the number of vendors it will select to perform this service. If it is in the best interest of the State, the BMV can favorably consider those Respondents that can provide a packaged solution to service the three different DSP delivery formats. The responses to the internet and video formats have to be submitted in the respective separate RFP forms.

The vendor will be required to:

- Provide the BMV with a list of the DSP students who register/complete the basic Driver Safety Program curriculum through a classroom DSP format. The basic DSP is to be a minimum of four (4) hours of presentation time (This excludes any time allowed for the student registration period and also any time allowed for any breaks);
- Collect the fee for their Driver Safety Program. The price of a basic DSP four (4) hour curriculum offered by any DSP vendor cannot exceed \$55 for each DSP student;
- Pay the BMV an administrative fee. The BMV will invoice the vendor, on a monthly basis, a \$10 administrative fee for each DSP student who registers/completes and submits payment for the respective basic four

- (4) hour DSP. Payment is considered tendered to the vendor by a variety of means (i.e. cash, check, credit card, money order, etc);
- Transmit the list of the DSP students who have successfully completed the DSP. The completion data must be transmitted, daily, by 3:00 p.m. (EST) Indianapolis, IN time (only one [1] transmittal is to be submitted to the BMV per day). (A student is considered to have successfully completed the course after attending the full class, passing the respective quizzes/examinations and paying the course fee);
 - At the end of each month the vendor is to transmit a composite list of the total number of the students who registered/completed the course.
 - Designate and maintain a specific customer service contact individual the BMVs' office staff can contact to review any specific DSP file data and/or customer concern and/or compliant regarding any issue. This customer service contact individual must be available to the BMVs' personnel during normal business hours based on local times. The telephone number to reach this contact person must be different than your general telephone number for the public;
 - Address all customer concerns, complaints or issues. These must be resolved within seventy-two (72) hours of the notification of the issue. The vendor is to inform the BMV of the resolution results of the issue;
 - Comply with all of the provisions of the Bureau's Driver Safety Program RFP and also the terms of the resulting contract;
 - Adhere to any sanctions. The BMV will institute sanctions for any vendor who does not comply with the provisions of the RFP and the resulting contract. The sanctions may include but not be limited to monetary penalties of \$25, \$50, \$75 and up to \$100 for each non-compliance occurrence regardless of the category type.

Note: The BMV is not soliciting any type of distance learning DSP format in this RFP.

1.5 RFP OUTLINE

| Section | Description |
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| Section 1 – General Information and Requested Products or Services | This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP |
| Section 2 – Proposal Preparation Instruction | This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal |
| Section 3 – Proposal Evaluation Criteria | This sections discusses the evaluation criteria to be used to evaluate Respondents' proposals |
| Attachment A | M/WBE Participation Plan Form |

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| Attachment B | Sample Contract |
| Attachment C | Indiana Economic Impact Form |
| Attachment D | Topics for inclusion in the Mature Driver Safety Program (MDSP) |
| Attachment E | Topics for inclusion in the Truck Driver Safety Program (TDSP) |

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on May 22, 2009**. Questions/Inquiries may be submitted via fax (317-234-1281) or email rfp@idoa.IN.gov and must be received by the Procurement Division by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA's website according to the RFP timetable established in Section 1.23. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of the Bureau of Motor Vehicles. Such action may disqualify the Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of the provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and the time of receipt of the proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on July 15, 2009**. Each Respondent must submit one original (marked "Original") and two (2) complete copies (marked complete copies) of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. A complete copy of the proposal must be provided on CD-ROM. **(This must also be marked as the original CD-ROM Disc)**. The original CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.**

In addition, the Respondent is to provide eight (8) copies of the proposal response on eight (8) separate CD-ROM discs. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Shelley Harris
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W478
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

1.8 PRE-PROPOSAL CONFERENCE

It is the decision of the State that no pre-proposal conference is required for this RFP.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format described in Section 1.6 and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

1. Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. The proposal price has limitations set forth by 9-30-3-16(b).
2. Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.
3. The BMV and IDOA recognizes there are certain industry practices for service providers. However, the Departments encourage Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, and the cost to the customer as cost efficiency for the State and/or the customer will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider. (Since there is no cost to the Bureau for the payment of the requested services noted in this RFP the cost of the respective DSP course to the customer will be an important factor during the evaluation of the proposal responses).

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all

Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

1. The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.
2. Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.
3. After recommendation of a selected Respondent by appropriate officials of the State, contract negotiations will commence. The contract will be based primarily on the required clauses of the State as indicated in the State contract as appears in Attachment B of this document; secondly, on those required clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the Commissioner of IDOA or designee, IDOA will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent.
4. This process may continue until either both the Respondent and the State of Indiana execute a contract or IDOA determines that no acceptable alternative proposal exists.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required, will be discussed in the technical proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one Respondent for the DSP classroom presentation format that we are seeking to fulfill the requirements in this RFP. The state will not entertain joint bids.

The term of the contract shall be for a period of two (2) years commencing no later than July 1, 2010, but no earlier than June 1, 2010, and ending June 30, 2012. There may be a renewal for two (1) year periods (initiated separately) at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in the proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt. In addition, the Respondent must be in good standing with the Indiana Department of Revenue and must provide a statement noting that the applicant does not have any outstanding tax liabilities due to the State.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm .

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the

Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all Respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to meet these requirements will affect the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

MINORITY & WOMEN’S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

For this RFP, Respondents must submit a percentage of their proposed price (per the BMV, not exceeding \$55 for each student registration/completion) that will be allocated to the certified M/WBE(s).

1.22 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.23 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates:

| Activity | Date |
|---|----------------------|
| Issue of RFP | May 8, 2009 |
| Deadline to Submit Written Questions | May 22, 2009 |
| Response to Written Questions/RFP Amendments | <u>June 10, 2009</u> |
| Submission of Proposals | July 15, 2009 |
| <i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i> | |
| Proposal Evaluation (Beginning) | July 22, 2009 |
| Proposal Discussions/Clarifications (if necessary) | August 27, 2009 |
| Oral Presentations (if necessary) | September 8, 2009 |
| Best and Final Offers (if necessary) | September 14, 2009 |
| Contract Award | October 30, 2009 |

1.24 PERFORMANCE AND INSURANCE REQUIREMENT

A). The Contractor shall secure and keep in force during the term of the Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under the Contract:

1. Commercial general liability, including contractual coverage and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with the Contract.

2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is not to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of the Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an “all states endorsement” covering claims occurring outside the State is required if any of the services provided under the Contract involve work outside of Indiana.

B).The Contractor’s insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under the Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in the Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State agency.

Failure to provide insurance as required in the Contract may be deemed a material breach of contract entitling the State to immediately terminate the Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of the Contract.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are

required to format their proposals in a manner consistent with the guidelines described below: **This includes the hard paper documents and also the CD-ROM Discs.**

- Each item must be addressed in the Respondent's proposal;
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement as listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone number and fax number as well as an e-mail address (if that contact is different than the individual authorized for signature).

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent’s Company Structure

The legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent’s financial statement, including an income and expense statement and a balance sheet, for each of the two most recently completed fiscal years. In addition, the Respondent must provide a copy of the company’s current month’s year to date (YTD) income and expense statement and balance sheet. The financial statements must demonstrate the Respondent’s financial stability.

If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4(A) Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility includes the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.4(B) Facilities and Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed. [In addition, the Respondent must submit a detailed account of the locations and descriptions of the facilities and resources regarding the production, and the facilitation process of administering the program. The Respondent must clearly outline the methods that the DSP Students will participate in the classes].

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause.

If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Duties of Contractor, Rate of Pay, and Term of Contract
- Compliance with Laws
- Conflict of Interest
- Drug-free Workplace Provision and Certification
- Funding Cancellation
- Indemnification
- Governing Laws
- Non-discrimination clause
- Payments

- Penalties/Interest/Attorney's Fees
- Non-collusion and Acceptance
- Information Technology *Only mandatory when contract is for IT products or services

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 **References**

The State is seeking to provide a high quality classroom format Driver Safety Program (DSP). Respondent should include a list of at least three (3) clients for whom the Respondent has provided products and services that are the same or similar to those requested in this RFP. Extra consideration will be given to vendors where the completion of their product or service impacted the customer's driver history. Information provided should include the name, address, and telephone number of the client as well as a contact name, title and telephone number for each of the references. Where possible Respondent should include references with classroom facilities located near Indianapolis as site visits may be arranged.

2.3.7 **Registration to do Business**

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm> .

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email

notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder.

Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of the corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The subcontractor must be in good standing with the Indiana Department of Revenue. The Respondent must provide a statement noting that the subcontractor does not have any outstanding tax liabilities due to the State.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All

subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.24 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.24.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the BMV. The curriculum for each component of the DSP, proposed by the applicant in response to this RFP, must be very specific and individualized to the type of course offered. The Respondents proposing to participate in this RFP must offer at least the basic Driver Safety Program (DSP) curriculum.

In addition, the Respondents may choose to submit other DSP curriculums for our consideration as a list of the DSP courses you want to offer the citizens of Indiana. The additional DSP curriculums being offered must be very detailed and must adhere to the

submission and the cost criteria noted in this RFP. The BMV is not requiring any additional curriculum(s); however, any additional curriculum(s) must have BMV approval prior to the implementation in Indiana. Offering additional curriculum(s) will not guarantee any Respondent the award of a BMV contract regarding this RFP. Moreover, each additional curriculum offered in your proposal will [not] be worth any additional points in the evaluation process.

The topics included in the additional curriculums must include but not be limited to at least the basic topics listed in this RFP. However, any proposal for any alternate curriculum being offered must be very thorough and detailed to all topics applicable to the various vehicle license types that are featured. The curriculums must be available in the bilingual language (English and Spanish). In addition, the curriculum presentation formats must include provisions to accommodate the hearing impaired student.

2.4.1 BASIC DRIVER SAFETY PROGRAM (DSP) CURRICULUM

An overview of the proposed delivery method for the provisions of the BMV approved Basic Driver Safety Program must include, and be limited to the Classroom Format. The curriculum for the Basic Driver Safety Program, proposed by the applicant in response to this RFP, must be very specific and individualized to the type of course offered. The curriculum for the Basic Driver Safety Program must include, a minimum of four (4) hours of actual presentation time (excluding any time breaks and/or registration time). It must also include but not be limited to the topics listed below.

1. Driver license qualifications, provisions and control procedures.
2. A detailed description of the Indiana point system.
3. Financial responsibility provisions.
4. Habitual traffic violator provisions.
5. Driver license suspensions concerns (causes and consequences).
6. A review of current Indiana traffic laws.
7. Rules and regulations of the roadways.
8. Vehicle maintenance procedures.
9. Road sign recognition and provisions.
10. Information relative to traffic signals and controls.
11. Information relative to lane and road markings.
12. Consequences of speeding.
13. Common traffic violations.
14. Proper vehicle operation.
15. Information relative to proper turning procedures.
16. Information relative to stopping distances.
17. Dangers of tailgating.
18. Alcohol and drug concerns.
19. Passenger restraint provisions.
20. Urban driving provisions.
21. Rural driving provisions.
22. Expressway driving concerns and provisions.

23. Passing provisions.
24. Pedestrian safety provisions.
25. Physical condition of the driver.
26. Mental condition of the driver.
27. Environmental and road conditions.
28. Right of way provisions.
29. Defensive driving techniques.
30. Information regarding proper vehicle maneuvers.
31. Aggressive driving provisions /road rage concerns
32. Information relative to blind spots.
33. Emergency provisions.
34. Information relative to special vehicles.
35. Motorcycle (driving) provisions.
36. Bicycle (riding) provisions.
37. Information relative to collisions and reporting responsibilities.
38. Information relative to driver responsibility

2.4.2(A) CURRICULUM OVERVIEW

By reading the overview, the BMV must be able to gain a complete understanding of the detailed curriculum(s) for each and every component of the DSP offered by the applicant. The presentation of any and all components of the DSP must be a minimum of four (4) hours in actual presentation time, (excluding any time for breaks and registration). The use of visual aids is optional; however, if they are to be part of the curriculum, examples must be included with the proposal. The BMV will not consider any DSP having an actual presentation time of less than four (4) hours, (excluding any breaks and registration time). In addition, the applicant has the option to offer a six (6) hour program, having a presentation time of no less than five (5) hours and thirty (30) minutes, and/or an eight hour program, having a presentation time of at least seven (7) hours and twenty (20) minutes. (The curriculum must include quizzes at the end of each section and also a final examination at the conclusion of the course. The students must have a minimum of 70% passing grade to proceed to the next section. Moreover, the student must achieve a minimum of 70% score on the final examination to successfully pass the course). The DSP Vendor must set the standard for the score that the student must achieve to successfully pass the class.

The applicant must be prepared to provide the BMV an opportunity to view the presentation of the actual curriculum, for all components of the DSP, in the real setting. Any traffic safety and/or highway rules of the road data and/or statistics included in the respective curriculums must be based on Indiana laws and procedures. (National data may be included for comparison purposes, only).

2.4.2(B) OPTIONAL ADDITIONAL DSP CURRICULUM OVERVIEW STIPULATION

If a Respondent chooses to submit an additional curriculum (i.e. Mature Driver

Safety Program [MDSP], Truck Driver Safety Program [TDSP], etc.) the curriculum(s) topics must be very detailed and outlined similar to how the topics are listed on the Attachment D and Attachment E. A Youth/Teenage Driver Safety Program (YDSP) must include, but not be limited to, the same topics listed in the basic Driver Safety Program. The topics must be presented in the same order as listed in this RFP for the curriculum for the Basic DSP. The course times and all other pertinent information must be included.

2.4.3. SPECIFICATION AND FULFILLMENT

The description must indicate the manner in which the proposed system will fulfill the requirements of the specifications, including as much explanation as possible.

2.4.4. MONITORING OF INDIANA MOTOR VEHICLE LAWS

The vendor must monitor Indiana's legislative sessions and update their DSP Curriculum(s) with information regarding the new laws enacted which applies to the rules of the road in Indiana.

Within 60 days of a change in Indiana Motor Vehicle law, the DSP vendor will send their updated curriculum to the BMV for review and approval. Failure to update the curriculum and/or failure to get the BMV's approval would be a compliance issue.

2.4.5 CLASSROOM PROCESSING

The vendor(s) must establish a BMV approved process, which must fulfill the following requirements:

1. To notify each DSP student of their completion status or failure status. The notification must be sent to the student within three (3) days (i.e. seventy-two (72) hours) of completion.
2. To notify each DSP student of the variables involved in processing the completion data which includes closing the class and finalizing the documentation. This notification must inform the student that the total processing time for the completion data to appear on his/her driver record is 7-10 business days.
3. The vendor(s) must provide a customer service telephone number, whereby students can contact the vendor with questions, concerns, and/or complaints which the vendor must address and resolve within seventy-two (72) hours of notification.
4. The vendor is to designate and maintain a specific customer service contact individual for whom the BMVs' office staff can contact to review any specific DSP file data and/or customer concern and/or complaint regarding any issue. The customer service contact individual must be available to the BMVs' personnel during normal business hours (based on local times).

- The telephone number to reach this contact person must be different than your general telephone number for the public.
5. The vendor is to provide the BMV with a current list of the names and telephone numbers of your respective customer service contact personnel.

2.4.6. PERSONAL IDENTITY

Applicants must include a detailed description of the personnel responsible for the installation and implementation of all facets of the DSP. The description must include a title for each person as he/she relates to the project and identify which part of the provision of the requested products and services for which that person will be responsible, as well as credibility of participating personnel including, however, not limited to references.

2.4.7 PERSONNEL EVALUATION

Applicants must have an established program to monitor and evaluate the driver safety program instructors. In addition, the vendor shall have an annual course designated for training/instructing and recertifying all personnel responsible for the instruction of any facet of the DSP. This course must be approved by the BMV. The BMV reserves the right to monitor all courses offered. Moreover, the applicant shall provide the BMV with a current copy of the schedule for such classes as well as the locations of each course.

2.4.8 CLASSROOM PERSONNEL ACCOMMODATION

Applicants interested in providing the DSP classroom format that requires participants to go to a facility with an instructor presenting the course to students, must provide a facility with a minimum of the following accommodations:

1. Comfortably accommodate a minimum of 40 adult students, including accessibility for the physically disabled.
2. Room must be in compliance with current state and local building code provisions.
3. Restroom facility must be available and accessible to students.
4. Applicant must have an adequate number of classroom facilities located throughout the State, whereby any student should not have to travel more than fifty (50) miles to reach a DSP site.
5. This student registration procedure must include security provisions to ensure that the proper (correct) DSP student is taking this classroom course.
6. The applicant is to provide the BMV with a current list of the DSP class schedule dates and addresses for each DSP curriculum being offered.

2.4.9 INSTRUCTOR'S MANUAL OVERVIEW

Applicants must provide the BMV with a detailed description of the DSP instructor's manual to be used in preparation for the classroom presentation component of the DSP. The manual must be organized exactly as follows:

- A. Prepared in a three (3) ring binder, two inches thick (actual measurement).
- B. It must contain the following sections, which must be divided by tab dividers in the exact order as follows:
 - Course description;
 - Instructor DSP presentation procedures;
 - Course timeline;
 - Course topics, specifically arranged as follows:
 1. Driver license qualifications, provisions and control procedures.
 2. A detailed description of the Indiana point system.
 3. Financial responsibility provisions.
 4. Habitual traffic violator provisions.
 5. Driver license suspensions concerns (causes and consequences).
 6. A review of current Indiana traffic laws.
 7. Rules and regulations of the roadways.
 8. Vehicle maintenance procedures.
 9. Road sign recognition and provisions.
 10. Information relative to traffic signals and controls.
 11. Information relative to lane and road markings.
 12. Consequences of speeding.
 13. Common traffic violations.
 14. Proper vehicle operation.
 15. Information relative to proper turning procedures.
 16. Information relative to stopping distances.
 17. Dangers of tailgating.
 18. Alcohol and drug concerns.
 19. Passenger restraint provisions.
 20. Urban driving provisions.
 21. Rural driving provisions.
 22. Expressway driving concerns and provisions.
 23. Passing provisions.
 24. Pedestrian safety provisions.
 25. Physical condition of the driver.
 26. Mental condition of the driver.
 27. Environmental and road conditions.
 28. Right of way provisions.
 29. Defensive driving techniques.
 30. Information regarding proper vehicle maneuvers.
 31. Aggressive driving provisions /road rage concerns
 32. Information relative to blind spots.
 33. Emergency provisions.
 34. Information relative to special vehicles.
 35. Motorcycle (driving) provisions.
 36. Bicycle (riding) provisions.
 37. Information relative to collisions and reporting responsibilities.
 38. Information relative to driver responsibility

Applicants must follow the format as outlined in this RFP, however, you may also include in the DSP Instructor's Manual additional topics regarding the specific course. The topics, however, must be structured in an organized manner and be separated by divider tabs that are clearly identified and follows the information listed above.

2.4.10 DRIVER SAFETY PROGRAM APPROVAL

The vendor(s) must submit a request to the BMV in order to obtain approval of the DSP. The request must include the names and addresses of all owners, partners, or officers. In addition, the vendor(s) must include the address of the Indiana office, as well as the addresses of the facilities where the actual classes will be taught.

2.4.11 INFORMATION SUBMISSION

The vendor(s) must provide a student completion report, submitted electronically to the BMV, of all components of the DSP. The report must include the student's full name, driver license number, date of birth, and date of completion. The electronic record must be submitted in the following format:

District Examiner Supervisor Lists-RFD

Header record

| Field Name | Length | Start | End | Edit | Comment |
|--------------|--------|-------|-----|------------------------|----------|
| File date | 8 | 1 | 8 | yyyymmdd | Required |
| Vendor ID | 4 | 9 | 12 | Left justified, number | |
| Version | 3 | 13 | 15 | | 001 |
| Record type | 7 | 16 | 22 | "HEADER" | |
| Record count | 4 | 23 | 26 | Numeric | |

Driver safety completion record

| Field Name | Length | Start | End | Edit | Comment |
|-------------|--------|-------|-----|---|-------------------------------|
| DLN | 10 | 1 | 10 | Numeric | Indiana driver license number |
| Format type | 1 | 11 | 11 | Present in format type code table and not expired (DSP format types – lookup based on field "Code") | |
| Course type | 1 | 12 | 12 | Present in course type code table and | |

| | | | | | |
|-----------------------------|----|----|----|---|---|
| | | | | not expired (DSP course types – lookup based on field “Code”) | |
| Spaces | 3 | 13 | 15 | | Filler |
| Student’s last name | 20 | 16 | 35 | | |
| Student’s first name | 15 | 36 | 50 | | |
| Student’s middle initial | 1 | 51 | 51 | | |
| Student’s DOB | 6 | 52 | 57 | mmddyy | |
| Completion date | 6 | 58 | 63 | mmddyy | Date driver safety course was complete and paid for |
| Amend | 1 | 64 | 64 | Y.N | A ‘Y’ indicates a previously submitted course completion record is being amended. Only course completion date, format type, and course type may be amended. |

Customer Relationship Screen - RFD

| | | | | | |
|--|--|--|--|--|---|
| | | | | | Format type, and course type may be amended. |
|--|--|--|--|--|---|

Trailer record

| Field Name | Length | Start | End | Edit | Comment |
|--------------|--------|-------|-----|--|----------|
| File date | 8 | 1 | 8 | yyyymmdd | Required |
| Vendor ID | 4 | 9 | 12 | Must be in vendor file and not expired | |
| Spaces | 3 | 13 | 15 | | |
| Record type | 7 | 16 | 22 | “TRAILER” | |
| Record count | 4 | 23 | 26 | Numeric | |

Upon occasion the Bureau may alter and/or enhance our computer system to provide better service to the citizens of Indiana. This action may require the acquisition of some addition hardware and/or software by the BMV and/or the respective DSP Vendor[s]. These changes may require the vendor to capture more information from the DSP

Student. Therefore, the BMV may require the DSP Vendor to provide more of the customer's information on the registration/completion file data. The Respondent is to address this probability in your proposal response and also indicate the timetable it will take you to accommodate any change that the BMV may require for additional information.

2.5 COST PROPOSAL

There is no cost to the state in the contract arrangement with any Respondent to this RFP. The successful Respondent will be required to pay the BMV a \$10 administrative fee for each student who registers/completes the DSP from this vendor. Since this is a classroom DSP format and the students do not generally pre-register, the BMV will consider the student completion data as the equivalent of the registration data that is required of the other DSP formats (i.e. Internet, video, etc.). Therefore, the BMV will invoice the vendor administering the classroom format based on the DSP completion counts.

2.5.1 PRICES AND CHARGES

The state requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

The proposed price has the following limitations as set forth by IC 9-30-3-16(b):

IC 9-30-3-16 Traffic offenders; driver improvement course; probation; suspension of license; fees

Sec. 16.(a) If a person has been found to have committed a traffic offense, the court may do the following:

- (1) Require the person to attend and satisfactorily complete a driver improvement course that has been approved by the court and the bureau or by the bureau.
- (2) Place the person on probation for up to one (1) year.
- (3) Suspend the person's driver's license for up to thirty (30) days.
- (b) A driver improvement course required under subsection (a) may be financed by assessing a reasonable charge as determined by the course provider and approved by the bureau.

The BMV has determined that a reasonable charge should not be in excess of fifty-five dollars (\$55) for each student for the basic four hour classroom presentation as well as for any four (4) hour BMV approved DSP format. The Applicant will need to propose a price for services that does not exceed fifty-five dollars (\$55). The proposed set price will only be allowed to be changed once per calendar year and only with BMV approval. A price change must first be requested through the BMV in writing, the request must be approved by the BMV, and an amendment to the contract must be executed before the price can be

altered. In addition, vendor(s) will be charged a ten dollar (\$10) administrative fee, per each student registration/completion for the DSP, which is to be paid to the BMV on a monthly basis. The administrative fee applies to every curriculum component of the DSP.

Note: The Bureau will allow the vendors to offer DSP curriculums that are more than four (4) hours in length. These curriculums must have BMV approval before they are implemented. However, the maximum DSP student registration fee and the administrative fee for these types of classes have to be determined by the BMV upon reviewing the entire respective DSP curriculum proposals.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies

them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an e-mail inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

2.8 GENERAL TOPICS REQUIRED FOR THIS RFP

Each item listed below must be addressed in the applicant's response to this RFP.

- a) The Respondent is to provide to the Bureau of Motor Vehicles a detailed plan of how they will process the registration/completion data of the DSP students as well as a detailed method of how you will notify the BMV of each registration/completion results of the DSP student. (However, under the classroom format, it is not typical for DSP Students to register days ahead of taking the class. As a result the registration occurs on the day of the class. Therefore, the DSP Vendor who administers the classroom format will submit its DSP Student completion data daily, as required. This data will be counted as the combined registration/completion data by the BMV).
- b) The Respondent is to explain its plan regarding how it will handle the refunds to the students who did not complete the DSP with their company after registering to take the DSP. (This involves any prepayments that you may have received).
- c) The Respondent's DSP curriculum must include quizzes at the end of each topical section/grouping and also a final examination at the conclusion of the course. Each DSP student must successfully pass the respective quizzes/examination to

- satisfactorily complete the class. The Respondent must include a grading scale for the quizzes and examinations that a student must achieve to be considered to have successfully passed.
- d) The Respondent is to explain its procedures for handling a DSP student who fails the DSP. How do you inform the student of this status? Explain the procedure to follow up with the failed student in an effort to help him/her to complete the DSP as expected. The Respondent is to maintain a list of the students who fail the DSP. The BMV has the option to review the list at any time.
 - e) The Respondent is to explain their method to validate each DSP student's identity and to ensure that the proper student is taking the DSP. Respondent is to protect the integrity of the registration process of the DSP. The Respondent is to ensure that the student remains for the full class time. The BMV will consider this an important factor in evaluating the security of the Respondent's student registration and identification process.
 - f) The Respondent must expend every effort to capture the correct DSP Student identification information. This is to minimize the potential of errors being submitted to the BMV when transmitting your student registration and student completion FTP data. The BMV must have the student's Indiana Driver's License Number. We must have the student's correct date of birth and the correct spelling of his/her name. If a student has moved out of state and is required to take the DSP and does not know his/her Indiana Driver's License Number, then the individual's Social Security Number will be a method that the BMV can use to locate the student's respective Indiana driver's license file. The Bureau will hold each vendor accountable for submitting incorrect driver's identification information.
 - g) All proposals (including the scripts and visual aids) must include Indiana specific laws and rules of the road data. (National data can be used for comparison purposes, only.)
 - h) The Respondent is to provide a detailed review of his/her previous performance of administering a DSP of a similar format in a similar market. The Respondent must provide at least three (3) comparable governmental reference sources.
 - i) The contractor cannot assign and/or sublet this contract and/or the DSP business without prior written approval from the BMV. To request the approval from the BMV the contractor must submit a thorough proposal to the BMV for our review. The proposal must include, but not be limited to, the items noted below.
 - Name of the proposed entity;
 - Organizational structure;
 - Name, address, telephone number and experience of each officer, manager and supervisor of the assigned entity;

- The income and expense statements and balance sheets for the past two (2) fiscal years and also for the current year to date (YTD) financial statements;
 - A detailed copy of the DSP curriculum the entity proposes to offer;
 - A detailed description of the DSP formats the proposed assignee will use to offer the DSP to the public;
 - Photographs of the corporate offices and photographs of the facility where the DSP is being taught.
- j) The Respondent must provide a written certified statement that any officer, instructor, manager, supervisor of the proposed DSP business entity has not been convicted of a felony within the past ten (10) years. A separate statement for each individual is to be submitted.
- k) The Respondent is to develop a DSP student/class evaluation system with forms soliciting the students' opinion of the quality and the administration of the course presentation process. The Respondent is to develop an objective system (using computer technology) which will allow the BMV to retrieve random copies of the student evaluation forms, at the Bureau's discretion without the vendor's knowledge. The respondent is to submit your plans for developing this system in your response to this RFP.
- l) The Respondent is to develop a system to objectively evaluate the qualifications and the DSP course presentation content and facilitation of the curriculum by the instructor and the respective visual aid materials provided for the class.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which

proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and the Bureau of Motor Vehicles for further action, such as contract negotiations. If, however, IDOA and the Bureau of Motor Vehicles decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

| Criteria | Points |
|--|-----------|
| 1. Adherence to Mandatory Requirements | Pass/Fail |
| 2. Management Assessment/Quality (Business and Technical Proposal) | 45 |

| | |
|---|------------|
| 3. Cost (Cost Proposal) | 10 |
| 4. Indiana Economic Impact | 15 |
| 5. Buy Indiana | 10 |
| 6. Minority (10) and Women Business (10) Subcontractor Commitment | 20 |
| Total | 100 |

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 55 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions focused on cost and other proposal elements.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

3.2.2 Management Assessment/Quality – 45 points

3.2.3 Price – 10 Points

3.2.4 Indiana Economic Impact – 15 points

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 15 points. Points will then be awarded to the remaining Respondents proportionately.

3.2.5 Buy Indiana Initiative – 10 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 10 points in this category.

3.2.6 Minority (10 points) & Women's Business (10 points) total Subcontractor Commitment - 20 points

The following formula will be used to determine points to be awarded:

The commitment factor for each proposal will be calculated by multiplying the commitment percentage by one hundred. The RFP score ratio will be determined by dividing the maximum allowable points by the highest commitment factor. The proposal with the highest commitment factor will be given the maximum allowable points. The points awarded to the other proposals will be calculated by multiplying the score ratio by the proposed commitment factor.

Commitment percentage * 100 = commitment factor

Maximum allowable points/highest commitment factor = score ratio

Commitment factor * score ratio = points awarded

The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.